



Shelby County

Tennessee

Mark H. Luttrell, Jr., Mayor

# **Request for Proposal**

## **Shelby County Government**

### **Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: January 12, 2011*

**Due: January 28, 2011 no later than 4:00 P.M. (Central Standard Time)**

#### **RFP # 11-001-35**

#### **CUSTOMIZED CASE MANAGEMENT SYSTEM**

Shelby County Government is soliciting written proposals, on a competitive basis from qualified providers to provide pricing for A Customized Case Management System to Shelby County General Session Court Clerk's Office. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing **no later than 4:00 p.m. on January 28, 2011**. Proposals should be addressed to:

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main, Rm. 550  
Memphis, TN 38103**

The package containing the original copy (clear identified as original) and six (6) copies of your proposal must be sealed and marked with the Proposers name and **“Customized Case Management System” RFP # 11-001-35** noted on the outside.

Sincerely,

Nelson Fowler, Manager A  
Purchasing Department Shelby County Government

cc: William Stovall, CAO, General Session Court Clerk's Office

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Note: Please make sure you pay close attention to Sections 1-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

## I. INTRODUCTION

The Shelby County General Sessions Court Clerk's Office (the "County"), is seeking proposals from interested and qualified firms to build a customized Case Management System (the "Services") for its Civil Division. This Request Proposal ("RFP") is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one or more successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County for the services outlined this RFP, for a term of three (3) years beginning January 1, 2011 thru June 30, 2014, and renewable for three (3) additional one year terms. In this RFP, the terms Proposers and Agency are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have sufficient staff or sub-consultants experienced in building Customized Case Management Systems.
2. Have all appropriate licenses and certifications required in the State of Tennessee to perform the services.
3. Maintain at its expense, a billing, collection, and bookkeeping office in Shelby County, Tennessee to perform the services.
4. **Apply** and **qualify** for a vendor number and Equal Opportunity Compliance (EOC) certification number prior to submitting your response.
5. Adhere to the requirements of the "Living Wage Ordinance #328," Section VI, Item H.
6. Adhere to all Title VI requirements and provide proof/documentation if necessary.
7. A written statement of compliance to Title VI and the Living Wage

**Please Note:** *As a part of doing business with Shelby County, each individual, company, or organization is required to obtain a vendor number and an "Equal Opportunity Compliance" certification number prior to submitting your response.*

*The vendor # is obtained through the Purchasing Department and the EOC certification is obtained through the Shelby County EOC Administration. .*

*If you have any questions regarding the vendor #, please call the Purchasing Department @ 901-545-4360 or download the Bidder's List Application & W-9 form at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov).*

*If you have any questions regarding the EOC qualification, please call 901-545-4336.*

### III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103  
(901) 545-4360**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at the address listed above or by e-mail at [nelson.fowler@shelbycountyttn.gov](mailto:nelson.fowler@shelbycountyttn.gov). Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday, January 26, 2011 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than Friday, January 28, 2011 at **4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

### V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Wednesday, January 12, 2011
Proposal Due Date	Friday, January 28, 2011 by 4:00 PM
Notification of Award	February 2011

The County may reproduce any of the Proposers proposal and supporting documents for internal use or for any other purpose required by law.

## **VI. PROPOSAL CONDITIONS**

### **a. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

### **b. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **c. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **d. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

### **e. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

### **f. Proposal Validity**

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

### **g. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

#### **LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

(vi) Failure by a supplier or contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

#### **h. Living Wage**

Shelby County Government Ordinance # 328 "Living Wages" is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).



## **VII. GENERAL REQUIREMENTS**

### **a. Background**

#### History

1980-81 Shelby County IT Department developed a customized data base system for the user. The user was allowed to address special needs within the system, allowing for updates due to legislation, also allowed for triggers, alerts, etc.

Year 2000 approached County IT was unable to continue with the enhancements.

General Sessions Court Clerk's Office sought other outside available options. The Clerk's Office visited three major court systems comparable to the size of Shelby County, Tennessee.

1. Atlanta, GA - users of SCT/ ACS.
2. Cincinnati, OH- customized county system
3. Williamsburg, VA- National Center for State Courts

Shelby County Circuit Court and Chancery Court had ventured out earlier in search for a new case management system. Circuit and Chancery Court made a choice and obligation to SCT/ aka ACS.

#### Case Management System

The application is a shelf package

Oracle driven- SQL

User defines-

Validation of forms

Control forms

Rule Forms

Security

Various Modules available- User defines needs and applies court practices and procedures to the already created modules.

The ACS system believes "you" as the user knows exactly what actions you wish to perform and allows for these actions without any restraints, whether the actions are wrong or right. We are unable to make major constraints against the user as in a customized system.

Many pre-consultation meetings were held prior to the actual on site discovery process. Many court processes were discussed and addressed in these meetings. However, upon the first on site meeting with the ACS trainer our office identified quickly problems with the applications.

1. Garnishments- Levies- Attachments
2. Court Calendar
3. Accounting

The Clerk's Office was forced to purchase extra modules available within the system. A sheriff program for routing court documents and tracking service had to be eliminated in order for ACS to work properly. Other expensive computer software programs such as Crystal reports to accomplish the production of reports and the court calendar were purchased as well.

**b. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified Contractor selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical. The Contractor must be prepared to begin the Services within 30 days following receipt of the Notice to Proceed.

**c. Project Time Frame**

The term of the Contract for the Services shall be a period of January 1, 2011 thru June 30, 2014 with the option to renew for three (3) additional one (1) year periods.

**d. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

**e. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section XII of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

**f. Additional Information**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

**VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualifications criteria as deemed by the County and as determined by the selection committee and the County Mayor. Also, Proposers EOC rating will be a consideration in the evaluation and award of this RFP.

## **IX. PURPOSE**

To select the best-qualified firm and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services. The selected Agency will be expected to create and maintain a Case Management System capable of meeting the current and future demands of the General Sessions Court Clerk's Office, Civil Division.

The successful proposal will be one that provides an application that supports a comprehensive, browser-based case processing and tracking system which meets the technical requirements set forth, and provide relevant training, integration, data conversion, and implementation services.

The system should meet the following objectives:

- Replace existing legacy CMS and Imaging systems;
- Consolidate disparate systems in use today;
- Reduce the number of manual processes performed by employees, as well as reduce the amount of paperwork;
- Provide real time docketing and calendaring;
- Perform integrated bank reconciliations
- Facilitate the entry of accounting information in one central location;
- Adhere to new statewide accounting requirements that went into effect January 1, 2006;
- Provide the ability to publish and review/search of case information via a public terminal;
- Permit electronic filing and docketing;
- Simplify court cost collection

### **County Responsibilities**

The General Sessions Court Clerk's Office will provide any relevant information or material or clarification as needed.

### **Services Required**

The Contractor, as a minimum, must achieve and maintain the performance outcomes listed below, consistent with performance standards agreed to by the General Sessions Court Clerk's Office through a contract resulting from this RFP. The general outcome sought in this RFP is to:

- Provide a General Sessions Court Case Management System, which will manage and support all General Sessions Court Case processes and data
- Provide project management, training, consulting and technical assistance to make the implementation successful
- Provide weekly status reports on progress as well as detailed reports as phase milestones are reached, including accomplishments, issues/areas of concern, corrective action, and planned activities

- Follow formal change control procedures

The vendor must provide users' manuals for a comparable civil Case Management System installation with proposal response.

The requirements defined in Attachment B contain the overall general functions of an automated case management system. The new automated case management system should provide the General Sessions Court Clerk's Office, Civil Division, with an integrated computing environment designed to support its special, and often complex, software application requirements. Recognizing that little has remained constant over the last few years, the computing environment should be designed to accommodate change. The primary objective of the General Sessions Court Clerk's Office, Civil Division, in procuring an automated case management system is to provide a well-formed responsive process that can be easily adapted to new policies and procedures, as well as provide for new data and reporting needs. New reports satisfying management information requirements should be available on an ad hoc basis, as well as by using a standard report generation facility.

Identified in Attachment B are a number of requirements that must be addressed by the vendor's bid for the CMS. Together, they define a system that will operate efficiently in the proposed computer environment while providing a high level of flexibility in meeting the General Sessions Court Clerk's Office, Civil Division, current and future computing requirements.

The selected contractor shall:

- Report any and all issues or variances as soon as discovered to the General Session Court Clerk's Office
- Adhere to change control procedures as stipulated by the General Session Court Clerk's project team
- Provide detailed hardware and software specifications for the system to support the RFP requirements
- Develop, test, document, and implement a relational database server system and related applications software that will support requirements described in Attachment B Functional Requirements
- Initially load and configure the software at the General Session Court Clerk's site
- Provide training for the General Session Court Clerk's project team
- Assist in the integration of any necessary interfaces
- Provide complete system and user documentation
- Provide maintenance, support, and upgrades to the system
- Provide on-line help
- Provide data import/export capability

At a minimum, the vendor must supply user documentation, on-site training, project management, consulting and technical support as required by the General Session Court Clerk's Office. Any warranty provided by the vendor including on-site software installation and training, telephone support and software upgrades must be clearly stated. The vendor must be capable of providing on-going technical support to the General Session Court Clerk's Office. A summary of the technical support offered, and any and all fees for this technical support after the initial warranty period, must be listed as an option.

## Software Functions

The General Session Court Clerk's Office has defined a set of system requirements that are included in Attachment B of this RFP. In addition, Attachment B includes functions that are either operational and in use by the General Session Court Clerk's Office or have been determined to be important in the new computing environment. The requirements in Attachment B have been presented in a modularized fashion according to functionality

## X. CONTRACT REQUIREMENTS

The successful Proposers will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### a. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers. (1) The Consultant will not engage on a full, part-time, or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(2) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from Consultant for a period of one year from employment separation from County if during the period of employment with County the employee or official had any direct or indirect involvement with Consultant's services or operations provided to County

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance with Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.
19. Incorporation of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.
- (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.



21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status and Authority. (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or asset

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

26. Provider Responsibilities.

#### **A. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. Responsibilities for Claims and Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

## **PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000**

### ***Minimum Limits of Insurance***

Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance*- minimum of \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees and employees, shall be named as additional insured. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Products/Completed Operations
  - c) Contractual
  - d) Independent Contractors
  - e) Broad Form Property Damage
  - f) Personal Injury
- 2) *Business Automobile Liability Insurance* – minimum of \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.

- 4) *Professional Liability Insurance* – minimum of \$1,000,000 per claim/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.
- 5) *Umbrella or Excess Liability* - minimum limit of \$1,000,000 per claim.
- 6) *Performance Bond*- The agency shall obtain and keep in effect during the term of the Contract and for a period of ninety days thereafter, a surety bond from a company authorized to do business in the State of Tennessee and approved by the County in a form approved by the County in the amount of \$100,000.00, guaranteeing performance under the Contract and payment to the County of the monies due the County under the Contract.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

## **B. Right to Monitor and Audit**

Access to Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

# **XI PROPOSAL SUBMISSION**

## **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposers has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Hard copy proposals must be received by no later than 4:00 PM, Friday, January 28, 2011, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposers agree to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. **PROPOSAL PRESENTATION**

1. One (1) original copy (clearly identified as original) and six (6) copies of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposers name and **“RFP # 11-001-35 “Customized Case Management System” with due date and time indicated.**
3. Proposals must be in ink. Erasures and “white-out” are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant’s proposal.

C. **PROPOSAL FORMAT**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. **Please download the attachment to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm
2. The proposal should be organized into the following major section:

- **Tab I - Executive Summary**

This letter shall be a brief formal letter from the Offeror that provides information regarding the firm and its ability to perform the requirements of this RFP and describe the underlying

philosophy of your firm in providing the proposed software. This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations. The letter must be signed by a person who is authorized to commit the Offeror's organization to perform the work included in the proposal, and shall identify all materials and enclosures being forwarded in response to the RFP.

In order to complete the evaluation process faster, list the name, address, phone number, fax number, and email address of the person capable of answering any questions that may arise during the evaluation process.

**(Please Print or Type)**

Company Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

- **Tab II - Table of Contents**

Provide a listing of all topics, their associated tab number, and starting page number.

- **Tab III - Responses to RFP Technical Requirements**

The vendor must provide narrative responses to the requirements listed in the Functional and Technical Requirements Attachment B of the RFP.

- **Tab IV - Responses to RFP Vendor Requirements/Company Information**

The vendor must provide narrative responses to the Vendor Requirements/Company Information Attachment A of the RFP

- **Tab V - Implementation, Support and Training**

The vendor must provide a detailed overview of the implementation, support, and training for the proposed software. This information must include:

- Project organization chart
- Implementation and Training methodology, including proposed training plan
- Project Management Approach
- Estimated timeframe and deliverables for each stage of the project. A Gantt chart should be included.

- **Tab VI - Client References**

Provide a listing of all previous customers during the past three years, if any. Information provided for each client shall include the following:

- Client name, address, and current telephone number
- Description of services provided
- Software licensed and implementation status
- Time period of the project or contract
- Client's contact reference name, title, and current telephone number

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of your proposal, or cancellation of the contract and your suspension or debarment from further business with the General Sessions Court Clerk's Office.

- **Tab VII - Cost Quotations**

Provide the cost breakdown for which your firm will provide the work described in this Request for Proposal. The vendor's cost quotations must be itemized (i.e. license fees, source code, object code, implementation and training, modifications, if any, documentation, maintenance, and hourly rates).

The proposal needs to clearly detail all one time purchase costs including initial purchase, delivery, training, and deployment as well as annual recurring costs for maintenance, support, licensing, upgrades and any other issues. The proposal must tabulate these costs in the format below. This should be included within your proposal and be easily readable by the Evaluation Team members.

**Failure to provide complete and accurate costs, as specified here, may result in the disqualification of your proposal.**

**Table for Costs of Proposal**

Type of Service – Base Cost	Annual Cost	Total Five Year Cost
Initial Cost Of Software	\$0.00	\$0.00
Initial Cost of Hardware if required	\$0.00	\$0.00
Shipping, Inside Delivery and Deployment	\$0.00	\$0.00
Implementation Support	\$0.00	\$0.00
Training	\$0.00	\$0.00
Annual Maintenance and Support (per year)	\$0.00	\$0.00
Other Annual Operating Costs	\$0.00	\$0.00
Annual/Extended Warranty	\$0.00	\$0.00
Software Licensing	\$0.00	\$0.00
Software Upgrades	\$0.00	\$0.00
Annual Supplies and any other costs not listed	\$0.00	\$0.00
Total Cost of Ownership		\$0.00

**You may attach additional spreadsheets or forms which back up the amounts on this table but at the minimum, we need a five year cost for the configuration as detailed in the RFP.**

- **Tab VIII - Resumes**

Attach resumes of all members of the Contractor's team that are to provide services to this account. Resumes shall include employment start and end dates for relevant experience. The vendor must make every effort to select staff for the project based on the client's needs.

Contractor personnel must have successfully provided services requested by this RFP on previous engagements of similar size and scope. Contractor personnel must have the leadership, management, technical, and other skills that will enable them to work with the General Sessions Court Clerk Office in fulfilling the requirements of this RFP.

## **XII PROPOSAL EVALUATION AND SELECTION**

### **A. EVALUATION PROCESS**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposers Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal will be reviewed by a special Ad-Hoc Committee assembled by the General Sessions Court Clerk which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications of personnel.
    - ii. Ability to present a clear understanding of the nature and scope of the project.
    - iii. Project methodology.
    - iv. Previous experience with similar projects.
    - v. Cost to the Shelby County Government as outlined in the budget estimate.
    - vi. Time frame for completion.

### 3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the Proposers response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposers. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposers to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposers.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

***Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.***

### B. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposers will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work.



**Attachment A  
COMPANY INFORMATION**

Company Information	Response
How long has company been in business?	
How long has company been in business providing the proposed application software?	
Provide total revenue for 2008. (Include audited financial)	
Provide total revenue for 2009. (Include audited financial)	
Provide total revenue for 2010. (Include audited financial)	
Provide a copy of your company's Dun & Bradstreet report for 2010.	
State number of employees in company.	
State total number of employees dedicated to Client Services. (i.e., training, implementation, etc.).	
State total number of employees dedicated to Sales and Sales Support.	
State number of years the company has been providing RDBMS based Applications.	
Number of years the company has been providing Image Enabled Applications.	
Number of years the company has been providing Barcode Enabled Applications.	
Number of years the company has been providing Client/Server Applications	
Ability to provide source code with the software license, without additional charge.	
<b>Does the vendor have at least 3 reference installations of similar size and scope that have been installed and fully operational for a period of at least one year prior to the release of the RFP.</b>	
Support Requirements	
Provide number of employees dedicated to Help Desk Support.	
What are the hours of operation for the Help Desk?	
Ability to provide toll-free telephone support for this product and hours of operation	
Does the vendor maintain a hardware warranty service location in the state?	
Are database and development tools support provided by the application vendor?	
Does the vendor have an on-line system in place to track new and incoming calls from customers, as well as keep history on all support calls?	
Does the vendor have a mechanism in place to track response times of incoming calls from customers, by individual consultant and by product?	
Does the vendor have the ability to report statistics on response time?	
Does the vendor have a mechanism in place to track resolution times of incoming calls from customers, by individual consultant and by product?	
Does the vendor have ability to report statistics on resolution time?	

Can the vendor provide statistics showing year-to-date response and resolution times on support calls by individual consultant and by product? If so, please provide.	
Does the vendor track fiscal year-to-date statistics of individual consultants' response and resolution times of incoming calls? If so, please provide in.	
What is the average response time for support calls to the help desk?	
Provide percentage of support calls that the help desk consultant responds to in less than 1 hour?	
Does the vendor have a priority-based procedure in place to resolve a "system down/production critical" call from a customer?	
Does the vendor survey the customer support calls to receive feedback on the help desk? If so, state type of information provided with survey.	
Does the vendor measure the results of the call surveys? If so, provide these results.	
Does the vendor send to customers an annual Customer Satisfaction Survey that solicits feedback concerning your help desk, training, maintenance services as well as an overall evaluation of services and products provided to customers? If so, include a copy of this Survey.	
Does the vendor have a procedure in place to accept and respond to help desk requests via e-mail?	
Does the vendor have a mechanism in place to determine varying degrees of urgency for callback to the customer?	
Does the vendor have a mechanism in place to track total number of calls received by product?	
Does the vendor have the ability to retrieve and review on-line a customer's call history?	
Are all calls tracked on-line, with date and time stamp?	
Does the vendor have a mechanism in place for customers to subscribe to specific product list servers in order to communicate with and get feedback from other customers about their use of the products?	
Does the vendor have a mechanism for generating statistical reports for the customer support organization? If so, include a copy of this report.	
Are updated versions of the proposed database development tool provided?	
Is there an automated mechanism to submit enhancement recommendations throughout the year?	
Is a help desk tracking number provided to the customer for future call tracking purposes?	
Are Remote diagnostic services available from the help desk?	
Is the help desk staff dedicated to the proposed application software?	
Are updates and defect corrections available electronically to be downloaded by the customer?	
Are extended support agreements offered for five years or more?	
Does the vendor assign an Account Manager? If so, provide a list of Account Manager's responsibilities here.	
User Group Requirements	
Does vendor host annual User Group meetings/conferences? If so, where was the last one held?	

Does vendor have Client Advisory Groups for product input?	
<b>Research and Development Requirements</b>	
Does vendor have a continuing Research and Development program?	
Total number of employees dedicated to Research and Development.	
What percentage of annual revenue and the approximate dollar amount of research and development investment made in 2007?	
Hardware Environment	
<b>Describe the supported computer hardware environment in which the proposed software will run. In the event there are multiple computer systems available, list all options.</b>	
Marketing Requirements	
Does vendor have the ability to provide product calendar outlining future upgrades and enhancements? If so, please provide most recent calendar.	
What delivery method is used for upgrades and product enhancements?	
Does vendor allocate a Product Manager for each product? If so, please include Product Manager resume in Tab 14.	
Does vendor provide multiple methodologies for clients to recommend product enhancements?	
Does vendor provide clients with method of direct contact at executive level?	
Does vendor devote staff to conduct on-going market research to gain knowledge of market and product trends?	
Does vendor belong to national associations and organizations related to services provided with the proposed software application(s)?	

## Attachment B: Technical Matrix

Vendors need to reply to all line items with the following responses in the Vendor Response Column

**4 = Standard Functionality**

**3 = Some modification to application at no cost**

**2 = Significant Customization with cost**

**1 = Third Party Software provides functionality**

**0 = Functionality not provided**

**SC = See comment**

The page reference column is for the location of your comments/response in your proposal.

SYSTEM REQUIREMENTS	Vendor Response	Page Reference
<b>Flexibility</b>		
1) Providing user-controlled sequence, frequency, and content specification for production reports, and by either providing a modern report/retrieval system for ad hoc report requests or the availability of an end-user report/retrieval facility associated with the database product.		
2) The system should permit changes in database structure without requiring recompilation of programs not directly impacted by the changes.		
<b>Batch and On-line Processing Environment</b>		
3) The Clerk and Master's Office intends to implement a distributed environment which provides the ability for users to take control and responsibility for their data. To accomplish this, the new system should provide end-users with the ability to enter data in an on-line interactive mode.		
<b>System Security</b>		
4) The system must provide system and application securities controls to prevent unauthorized use of the database, restrict access to the database, maintain database process controls, and log all database transactions. In addition, the system should provide security to limit availability to application software screens, data elements, and the contents of data elements where appropriate.		
5) User and administrative account management via Active Directory or LDAP		
<b>Data and Systems Integration</b>		
6) The automated case management system must use an integrated database transcending functional areas. It should operate from a data element dictionary that addresses the entire system, with common update and query capability.		
<b>Modularity</b>		
7) The automated case management system must be modular in design to accommodate a phased implementation.		
8) Once implemented, the entire system, including all modules proposed, must be able to add additional functionality, when necessary, and provide for		

seamless integration of all proposed systems.		
<b>Process Controls</b>		
<p>9) The system should provide the following process controls:</p> <p>Comprehensive edit controls which, for example, prevent incomplete or incorrect data from being processed</p> <p>Programmatic control of the process flow to prevent information from being processed in the wrong sequence</p> <p>Processing cycles completed in a logical, prescribed order</p> <p>Integrity of data entering the database, safeguarded through editing criteria</p>		
<b>System Documentation</b>		
<p>10) Specific elements of documentation which must be available with the system include:</p> <p>User and Technical Manuals - On-line and Hard Copy</p> <p>Data Element Dictionary</p> <p>Operations Manual</p> <p>On-line "HELP" Text</p>		
<p>Operational Efficiency</p> <p>11) Operational efficiency needs to be satisfied from both a technical and a functional viewpoint. Technical efficiencies can be achieved through modern development methodology and fourth generation programming techniques, and through the utilization of a well-defined applications specific database management system. Functional efficiencies can be achieved by providing input capabilities directly from the Clerk and Master's Office into the system. Errors in input must be capable of being corrected by the Clerk and Master's Office.</p>		
<p>RDBMS Technical Requirements</p> <p>12) This section contains the requirements for the Relational Database Management System (RDBMS) used to control the primary data storage for all software components. The vendor must recommend a RDBMS product or identify RDBMS products, which can be used in support of the vendor's software.</p>		
<p>13) Multi-Tasking - The RDBMS must permit simultaneous database access, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, it must permit concurrent processing of batch and on-line jobs accessing the same data files and database.</p>		
<p>14) Independence - The RDBMS must be independent of terminal type or transaction type and be able to be accessed from any terminal in the network.</p>		
<p>15) Logging, Restart, and Recovery - The RDBMS must provide restart capabilities, as well as database access activity logging and blackout.</p>		
<p>16) Performance and Activity Statistics - The RDBMS must support performance monitoring tools and activity statistics reporting features. Statistics should be available on database access rates (both update and query) by</p>		

program, terminal, and ID, and by time of day.		
17) Administrative Tools - The RDBMS should include a powerful set of administrative tools to monitor utilization, trace database access chains, optimize schema and sub-schema definitions, model, report areas/pages percent full, and to optimize file placement and layout.		
18) Relational Database Characteristics - The RDBMS should utilize the concept of user views whereby pseudo-schema are defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the database. The system should provide a security system to control utilization of user views by user ID, account, and activity.		
19) Data Dictionary Facility - The system should include an active integrated data dictionary. This dictionary should be an integral component of the data access capabilities, including the definition of both data attributes and values.		
20) Data Import Facility - The system should include a data import facility which permits transferring data from other data files into the database.		
21) Data Access - All data must be available for read and update.		
PC Access and Manipulation		
22) Software tools must be available which provide decision support capabilities. These include the ability to select a subset and/or summary database from the production RDBMS, download this information to a PC, manipulate the information using the same (or similar) tools and commands as those used on the server, and upload developed information to the server		
GENERAL SYSTEM FEATURES REQUIREMENTS		
23) Proposed system should have reporting capability show shows monthly filings, leading, non- leading, garnishments, levy attachment, publications, secure forms, dispositions, and re-opened cases exported to an ASCII delimited .txt file in order to comply with state regulations		
24) Capability of supporting e-filing when required by state law.		
25) All dates are entered and stored in a four-digit year format.		
26) All dates are displayed in a four-digit year format.		
27) The application should handle leap years.		
28) The ability for an end-user enter only the last two digits of the year and have the application automatically convert it to four.		
29) Ability to access all data elements within the application database.		
30) All data elements within the application database operate from a single data element dictionary.		
31) Database elements are currently externally defined so that any ODBC compliant tool may be used to access them.		
32) Ability to run on a relational database management system in an open system environment.		
33) Ability to backup RDBMS while on-line and batch processing is occurring.		
34) Ability to optimize RDBMS performance without shutting down the database or application.		

35) Ability to lock, read, and write data on a single server with capability of back up on one or more additional servers.		
36) Supports automatic query optimization.		
37) Application currently utilizes standard SQL calls to the database.		
38) Ability to have SQL reside and be executed on the database server, not the desktop.		
39) The SQL packages are pre-compiled and ready to execute without the need to be re-parsed (interpreted).		
40) The application uses n-tier architecture.		
41) The application provides n-tier architecture characteristics.		
42) Desktop (Client) has been deployed by a customer under Windows XP. Provide name of server client.		
43) Windows 2003 and Windows 2000 are supported for the Server.		
44) Ability to define the application screen colors under Microsoft Windows.		
45) Ability to navigate through system using only a mouse.		
46) Ability to navigate through system using only a keyboard.		
47) Ability to navigate directly to any screen or menu in the system with a minimum number of keystrokes.		
48) Comprehensive edit controls at the field level so that incomplete or invalid data will be verified before allowing the user to continue on to the next field.		
49) Ability to run as a browser based solution through Internet Explorer.		
50) Software makes use of pop-up windows, drop down menus, radio buttons, and buttons to display list of values when entry is validated against a table.		
51) Ability to create user defined menus for each specific user or group of users.		
52) Ability for on-line real-time update of data elements within the application database.		
53) Ability for real time updates such that on-line access from anywhere within the network displays the most current element value.		
54) Ability for user definition and maintenance of system values and rules without requiring programmer intervention or recompilation of programs.		
55) User documentation includes copies of all standard reports.		
56) User documentation includes illustrations of all application screens.		
57) User documentation includes all data entry requirements for each screen.		
58) User documentation is available on-line and CD-ROM.		
59) Technical documentation includes the data element dictionary.		
60) Technical documentation includes a program narrative for each function and element.		
61) Technical documentation includes record and file specifications.		
62) Technical documentation includes all process operating instructions.		
63) Technical documentation includes naming conventions and programming standards.		
64) Technical documentation is available on-line and CD-ROM.		
65) System provides help at the screen level without leaving the application, and automatically positions you in the help text for the current section of the screen the user is on.		

66) System provides help at the field level without leaving the application, and automatically positions you in the help text for the current field the user is on.		
67) System provides user defined local help at the screen level without leaving the application, and automatically positions you in the help text for the current screen the user is on.		
68) Software is currently able to use any independent query/report tool which will provide inquiry and report generation capabilities such as Microsoft Access, Focus, IQ, etc.		
69) Provides a security component which controls access to the database information from 3rd party tools based on the organization and individual permissions.		
70) Provision for user defined security for all options, tables and views.		
71) Ability to provide for full back-up and recovery in the case of any type of malfunction (hardware and/or software).		
72) Ability to produce both standard and ad hoc reports, as well as allow for the use of standard query tools and statistical packages.		
73) Ability to specify specific case and departmental elements as sort criteria in standard reports.		
74) Ability to provide report restarts, sequence selection and printer configuration override.		
75) Ability to view on-line all information stored in the system.		
76) Provision for multiple databases to allow for testing, training, etc., that co-reside and may be accessed simultaneously with productive use of production database.		
77) Provide source code in escrow.		
78) Provision for version change control to maintain/update modification information for support purposes.		
79) Calls to the RDBMS API supported?		
80) Ability to allow individual tables and indexes to be reorganized without having to take the entire database down.		
81) Ability of the application and RDBMS to support single-database - single-instance Architecture.		
82) Ability of the application and RDBMS to support single-database - multi-instance Parallel Server Architecture.		
83) Ability of the application and RDBMS to support multi-database - multi-instance Distributed Server Architecture.		
84) Ability to have the data element dictionary dynamically maintained without human intervention being required with all changes to the database structure going into effect immediately.		
85) Ability to add new fields to the database without requiring reorganization of the database.		
86) Tools provided that can be used to produce a cross-reference report of where a specific database field is referenced by the application software.		
87) Ability to link or embed OLE objects.		
88) The application support peer-to-peer architecture for users and programmers.		
89) Ability to support multiple network protocols including TCP/IP, SPX/IPX, ISO/OSI, and Asynchronous X.25.		
90) Reports may be directed by the end-user to any printer attached to the network.		



91) Ability for the applications to take advantage of symmetric multi-processors by letting the operating system decide which processor to execute on.		
92) Ability to extend the scalability of the database across multiple nodes of a clustered or MPP machine, reducing the workload on any one machine.		
93) Provide a breakdown of all programming languages used by percentage, and include the release level of the development tools. Provide this information in Section 3.0.		
<b>COURT SYSTEM FEATURES/REQUIREMENTS</b>		
94) Ability for user definition and maintenance of system values without requiring programmer intervention or recompilation of programs.		
95) Ability to establish unlimited user-defined events for case activities.		
96) Ability to generate docket entries, events and document production based on specified docket entries and/or case events.		
97) Ability to associate docket entries and designate a cause/effect relationship.		
98) Ability to employ “if, then” and “if, then, unless” conditional statements in event generation.		
99) Ability to define the number of days between trigger entries.		
100) Ability to review automatically generated events and documents, and approve or override those system generated items.		
101) Ability to establish unlimited user-defined events for case activities.		
102) Ability to generate docket entries, events and document production based on specified docket entries and/or case events.		
103) Ability to associate docket entries and designate a cause/effect relationship.		
104) Ability for the software's use with an independent query/report language which will provide inquiry and report generation capabilities.		
105) Ability to provide a security component which controls access to information based on organization and individual permissions.		
106) Ability for the software's use with an independent query/report language which will provide inquiry and report generation		
107) Ability to provide a security component which controls access to information based on organization and individual permissions.		
108) Ability to tailor individual security profiles, based on user id, court, location, and case types.		
109) Security permissions control access to individual screens and programs, sealed cases, parties, and addresses of parties		
110) Ability to produce standard letters and documents and include specific database element information.		
111) Ability to query data using phonetic and wildcard search criteria.		
112) Ability to specify case types and security level to each case type.		
113) System employs a flexible case numbering scheme which gives the court options to include the year number, sequence number and court location in a user-defined position sequence.		
114) Ability to define standard docket entries and standard docket text.		
115) Ability to associate standard docket entries to fees.		
116) System provides option to assign cases to judges automatically, using either weighted or random judge assignment, or to assign cases to judges		

manually.		
117) Provide option for system wide date and time defaults.		
118) Ability to charge fees automatically as cases as are initiated, or as subsequent docket entries are made.		
119) Ability to charge fees to a specific party.		
120) Ability to charge fees at the general case level.		
121) Ability to access fines, bonds, receipts, payable records, payments issued, outstanding receivable accounts and costs for a person or a case.		
122) Ability to copy information from one case to another.		
123) Ability to consolidate cases, parties, dockets and accounts.		
124) Ability to review a summarized status of a case including, at a minimum, case number, description, case type, court, location, filing date, judge, current status, last activity, related and consolidated cases, age of case, parties, judgments, judgment amounts and dispositions		
125) Ability to list all cases with options to sort by court type, location, case type, case status, and final dispositions only.		
126) Ability to display of cases by filing date, court location, case number or court type.		
127) Ability to list cases for specific attorneys or parties.		
128) Ability to access all case, accounting, pending service, personal and judgment information for a person from one screen.		
129) Ability to maintain extensive confidential notes.		
130) Ability to track the number and types of cases assigned to each judge.		
131) Ability to track court process of service on-line.		
132) Ability to issue service documents to specific parties and track the due dates and outcome of service.		
133) Ability to designate ID of person to whom the service document is assigned.		
134) Ability to define data available for public access.		
135) Ability to define data available for attorney access.		
136) Ability to track multiple legal issues per case.		
137) Ability to enter and maintain judgment information including parties for and against, and amounts.		
138) Ability to query judgment indexes.		
139) Ability to create standard reports including: Docket Report Case Listing Case Inactivity Web Page Reports Service Pending Tickler Reporting Statistical Reports - New Filings, Pending Caseload, Disposed Cases		
140) Create and maintain locally defined index that includes the following: (1) contains basic index information (e.g., each party name, role in case, and whether party has an attorney; case type; case number; date filed; and cross reference to other parties in case (2) permit database look-up by a choice of key fields (e.g., party name, party role, case filed date range) and, if record found, (3) permit retrieval and display of index information, and (4) permit easy interfaces with other parts of civil case processing system		

141) Handle look-up and retrieval sub-functions by identifying a specific party name, party role, case filed date range—if necessary, after eliminating other cases or parties that satisfy original look-up—and then obtaining index information by selecting from list of matching cases or parties or by using key fields noted in this section (e.g., user requests list of parties named Smith, system returns list of Smiths, user selects desired Smith from list by clicking on proper line or entering proper key fields, system returns index information on cases involving that Smith)		
142) Allow users easy interface with other parts of the system such as docketing, scheduling, calendaring, and accounting for potentially all related case and financial information (i.e., on specific case, its parties, its participants, its attorneys and on cases related to specific case and to its parties, participants, and attorneys) and with the inquiry and report generation capabilities for more varied displays and reports		
143) Permit name search on various combinations of a person's or party's name (e.g., full name, last name only, part of first or last name, etc.)		
144) If attorneys included in index, allow multiple names and bar identifiers, and multiple case notes.		
145) Extract, print, or otherwise produce (e.g., microfiche) with appropriate security restrictions index information arranged according to various components of index (e.g., party, case number, case status)		
146) Retrieve basic index information on all cases associated with specific participant		
147) Accommodate aliases in conjunction with indexing and processing of party names as appropriate		
148) Enter and maintain information (e.g., document title, filing party, fees received, etc.) and dates on filings and other completed events not previously in system (e.g., party added or deleted, motion filed, answer or response filed, or hearing date set)		
149) Permit user to identify and retrieve electronic documents by identifying them on each detailed list of docket events (e.g., with icon adjacent to event such as motion for dismissal filed indicating that motion filed electronically) and easy display or printout of electronic document (e.g., motion that was filed)		
150) Maintain case information as official court record in accordance with state and local statutes or rules		
151) Maintain information on multiple parties, participants, and attorneys in a case such as personal information, status including dismissals, current addresses, address histories, voice and facsimile telephone numbers, e-mail addresses		
152) Maintain multiple current and historical addresses for each party, participant, and attorney		
153) Enter, change, or withdraw attorneys for specific cases or parties with dates when active/inactive		
154) Maintain information on law firms and associate attorneys and firms (e.g., to permit mail to be sent to each attorney in a firm, to list all cases being handled by a specific firm or attorney)		
155) Permit, with proper authorization (e.g., supervisor approval), deletion of specific docket entries		
156) Create, maintain, and produce (according to user-specified criteria such as selected workstation[s] or selected case[s]) audit trail identifying persons who made docket and other entries and when they made entries (highlighting when filing occurred if filing and entry dates are different)		

157) Support electronic filing (e.g., directly from attorneys' offices, Garnishments answers-Payments, PPSV services) of pleadings and other documents		
158) Maintain, display and print history of changes in judge assignment and show present and former judges and reasons for change		
159) Maintain, display and print history of attorney changes for specific case or party		
160) Provide tickler capability: identify events coming due or overdue, periods about to expire or expired (e.g., answer or response due), events of which user should be aware based on locally defined needs (e.g., approaching maximum number of continuances); prompt or notify users		
161) Provide user-activated or -deactivated visual reinforcement (e.g., flashing text, colors on screen, or computer icon) to ensure user sees tickler message		
162) Identify completed events and prompt users (e.g., summons served, awaiting answer or response)		
163) Generate report or display that lists all events due on specific date or date range sorted by date, event, or other criteria		
164) Generate alert when displaying cases that are not public record (e.g., confidential cases)		
165) Generate notices or electronic acknowledgments and notify appropriate parties that filings, pleadings, and other documents received and accepted, particularly when a document is filed electronically		
166) Generate special notices (e.g., judge assignment, courtroom change, schedule change, other courtesy notices) when requested		
167) In cases with multiple active parties, generate single notice for attorney who represents multiple parties		
168) In cases with multiple active parties, show names and primary (e.g., as designated by party or attorney) addresses of all other active parties and attorneys on notice to specific active party and show names and primary addresses of all active parties on file copy of notice		
169) Print documents individually or in batches		
170) Perform document generation, printout, and distribution sub-functions for group of cases as if group was a single case		
171) Provide capability to retrieve addresses of attorneys, parties, and participants who should receive specific documents from various locations in system and database (e.g., attorney, party, participant records or tables)		
172) Record disposition type (i.e., type of judgment) including those involving entire cases, individual parties, original lawsuit, complaints are facials and cross complaints		
173) Identify inactive cases and groups of cases (e.g., no activity for 6 months) and prompt user regarding appropriate action (e.g., schedule hearing, prepare notice to dismiss, extend dates)		
174) Create, print, and maintain separate judgment indices (i.e., judgment book) that show original and subsequent judgments (e.g., containing dates, amounts, modifications, satisfactions, judge) by case and party		
175) Create, display, and maintain separate disposition and judgment screens that show original and subsequent judgments (e.g., containing amounts, modifications, and satisfactions) for each case and party		
176) Allow for multiple judgments in cases involving multiple parties		
177) Receive information from Disposition Function and record reason for closure (e.g., case disposed after trial, mediation or arbitration, default,		

dismissal, withdrawal, settlement, transfer out to another jurisdiction, or consolidation)		
178) Establish cross references between consolidated cases for docketing, scheduling, notice generation, and other functions		
<b>CASE INITIATION FEATURES REQUIREMENTS</b>		
179) Receive initial filing electronically or by hard copy and generate and assign case number, title or style by using locally defined format		
180) Generate locally defined case title or style (i.e., short phrase that identifies case and includes plaintiff and defendant names) from party names and other information and assign case type based upon initial pleading		
181) Conduct locally used review processes to ensure case should be accepted by court and display results (e.g., attorney not suspended for failure to pay)		
182) Enter in docket or register of actions information for parties and participants as individuals (e.g., Ann Smith) or organizations (e.g., Acme Asbestos Company) with primary contact person if organization		
183) Support electronic filing (e.g., directly from attorneys' offices) and move designated data (e.g., tagged basic case information) from electronic document to civil case processing system		
184) Generate receipt for or notify appropriate parties that case filing received and accepted, and give them assigned case number (notice, including electronic acknowledgment, would apply primarily when case transferred from another jurisdiction or filed electronically)		
185) Assign cases to court type, judge, location, department, and courtroom, and/or other appropriate entities based on established relationships, to include conflict checking, in conjunction with the scheduling function		
<b>SCHEDULE/CALENDAR/HEARING FEATURES/REQUIREMENTS</b>		
186) Ability to schedule events and cases for judges, or any other court-defined judicial officers.		
187) Ability to define standard working hours and designate non-working days, such as weekends and holidays, for the entire court and default that information for all judicial officers and court personnel.		
188) Ability to indicate days when individuals with calendar profiles (judges, etc.) are unavailable for scheduling.		
189) Ability to schedule related and/or consolidated cases at the time a case is scheduled.		
190) Ability, at the time of scheduling to have system check time conflicts for the room and the judge and to override conflicts		
191) Ability to add parties to scheduled events.		
192) Ability to view and print a summarized and/or detailed calendar showing previously assigned events and total hours used.		
193) Ability to list a schedule of events by, but not limited to, judge, date, room, location, and event type.		
194) Ability to display all events within a case, or to sort the event display by status.		
195) Ability to enter unlimited comments about an event.		
196) Ability to schedule an unlimited number of events per day or to define a specific number of events scheduled per day.		
197) Ability to assign extra cases to a calendar and designate those cases as "add-on's".		
198) Ability to create calendars by judge, room, event, date, and time, or any combination of these.		
199) Ability to accommodate individual, or hybrid or special hearing scheduling		

processes.		
200) Ability to reschedule one or many items at any time.		
201) Ability to query future events and activities.		
202) Ability to track continuances (adjournments) by event.		
203) Ability to display on-line number and types of cases assigned per judge.		
204) Ability to create standard reports including: Summary Calendar Detail Calendar Pending Events Continuance Report Tickler Report		
205) Ability to allow multiple cases and events to have same scheduled date and time (e.g., multiple complaints regarding same problem to be heard together)		
206) Schedule group of related cases as if group was a single case		
207) When creating schedules, consider (1) availability of judges, attorneys, parties, participants, and court facilities; (2) weekends, holidays, and other days generally unavailable for court activities (e.g., training, retreats, judicial conferences) and days when specific individuals are unavailable; (3) scheduling conflicts to extent information is in system but allow manual scheduling at user discretion in spite of conflicts		
208) Maintain and display information on scheduled events (e.g., next scheduled event, all scheduled events, interface with docket to view past events)		
209) Create, generate, and maintain calendars based on scheduling information for each type of hearing (e.g., motion, conference, dismissal) or mixed hearings (e.g., motions and settlements) for specific periods (e.g., daily, weekly, monthly) and according to various criteria (e.g., judge, date, time, case type, case category, other elements of calendar profiles)		
210) Transfer easily and quickly between scheduling, calendaring, and other parts of the system when creating calendars (e.g., to view information on other cases, parties, participants)		
211) Create and print calendars individually (e.g., for a judge or courtroom) or batch (e.g., for posting throughout courthouse) according to various criteria including date, judge, or courtroom		
212) Distribute calendars electronically – web page		
213) Generate, display and print summary of upcoming hearings for a judge or courtroom over a specific period (e.g., a week)		
214) Display and print summary calendar information (e.g., for use in courtroom and could contain case number, hearing type, case title or style, hearing date and time, and other essential information from calendar) and provide interface to other parts of system to access other types of information (e.g., on parties)		
215) Link and display information on docket entries for events related to current docket entry (e.g., when respondent files motion that opposes previously filed motion of petitioner, respondent's motion would be linked to original petitioner's motion filed)		
<b>FILE MAINTENANCE FEATURES/REQUIREMENTS</b>		
216) Generate labels for manual case files		
217) Generate indicators (e.g., color coded labels) with information on checked-out manual files to replace those files in cabinet		
218) Track manual case files from time checked out of clerk's office through each borrower until returned to clerk's office relative to location, borrower, date removed, reason file needed, date returned or transferred, and other data		
219) Maintain location (e.g. storage facility, location in facility, etc.) for manual		

and electronic archived files		
220) Maintain audit trail of each case file location with information similar to that noted above for file tracking		
221) Generate and print reports showing archived and transferred cases		
222) Generate reports on file management activities (e.g., inactive files and purged reports)		
<b>SECURITY FEATURES/REQUIREMENTS</b>		
223) Perform user-defined edit and data validation checks such as content of each individual data field (e.g., proper format for a date) and relationship of data field to other data (e.g., date of answer or response after date filed)		
224) Ensure electronic records cannot be modified without supervisor notification		
225) Allow access and similar privileges based on authorizations defined, maintained, and controlled by users		
226) Restrict local and remote access and permissible operations (i.e., view; add; change; delete; combinations of view, add, change, delete; and output) on case types, case categories, files, parts of files, and system functions from other system functions, device (e.g., terminals, personal computers [PCs]) locations, users, and groups of users		
227) Restrict local and remote access to certain cases and classifications of cases (e.g., sealed cases, mental health cases) from specific system functions, device (e.g., terminals, PCs) locations, users, and groups of users in accordance with rules, statutes, or court orders		
228) Provide adequate security if public access allowed (e.g., view but not modify or delete data and documents, separate subset of database established and maintained specifically for public access [which raises issue of how often to refresh or update subset]; security at lower levels than file or record level such as at field level; "firewalls" that restrict access to only some of system and database and secure other parts)		
229) Provide secure passwords for user		
230) Allow authorized user correction of individual or groups of cases when data entry error		
231) Maintain and display audit trail of file additions, modifications, and deletions (e.g., filings entered into docket) including who made entry, when entry made, whether date entered and date filed differ		
232) Provide for disaster recovery (e.g., reconstruct status of system and its case processing and financial functions and data such as permitting access authorization tables and cash register totals to be reconstructed)		
<b>DOCUMENT MANAGEMENT FEATURES/ REQUIREMENTS</b>		
233) Support input, output, storage (including indexing or an equivalent capability), and search and retrieval of electronic and imaged documents		
234) Provide capability to interface with document management system that is separate from case processing if civil case processing system excludes document management capabilities		
235) Provide capability to use same document management system for imaging if imaging is included in overall case processing		
<b>EXHIBIT MANAGEMENT FEATURES/REQUIREMENTS</b>		
236) Record receipt of exhibits and other property (including party submitting, exhibit or property description, exhibit or property status)		
237) Record return or destruction of exhibits and other property		
<b>DOCUMENT IMAGING FEATURES/REQUIREMENTS</b>		
Document imaging is an integral part of the proposed system. It must support a large database of stored images that are seamlessly accessed via API's from the application software. Intuitive ease of operation is of major importance. The document imaging system proposed must provide the		

software to handle all operations related to the scanning and retrieval of documents that are received for recording by this office. Specifically, the Document Imaging application must provide for the following items:		
238) The system must utilize Windows operating system on the client workstations and Windows on the database or mass storage servers.		
239) Systems must be LAN independent.		
240) The system, whether turnkey or enabled, must support the ODBC database standard. The system must be able to supply any of the ODBC database drivers available.		
241) The system, whether turnkey or enabled, must support the following levels or security: Application and User User Privileges (e.g. detailed capabilities and limitations) Document/Record Level Annotation, notes, and redaction		
242) The system should support multiple objects including: Image Objects: Bi-Tonal, color, or grayscale images up to E-size COLD Objects: Computer output files and generic text and OLE Objects: Any OLE application (e.g. voice, video, sound, Microsoft, Word, Excel, etc.		
243) The system objects must be compressed and decompressed through software and, if desired, a hardware option may be obtained.		
244) System must support the display of any object on a VGA screen or better.		
245) Provision for a relational database management system.		
246) System objects must be able to be stored and retrieved as standard files from a variety of magnetic, DAT, and CD-ROM subsystems.		
247) The system storage back-end must support standard file system interfaces allowing any PC desktop application to "see" the back-end as a logical drive and utilize its storage potential.		
248) The system must support the ability to migrate an ODBC database application from one ODBC database to another.		
249) The system back-end must support SCSI, optical WORM, M/O drives, and jukeboxes, DAT drives and jukeboxes, and CD-ROM drives and jukeboxes.		
250) The system back-end must support a simple, standard Windows interface. Proprietary user interfaces are not acceptable.. Windows must be running at all times and be native to anything (feature and/or process) the application is doing.		
251) The system back-end must support a variety of hardware subsystems from many different vendors. In addition, the back-end must support sophisticated caching capabilities, backup and archive features, reports, platter management, and move scheduling.		
252) The Windows interface must support the ability to create and/or add objects through a scanner, file importation facility, fax queue, clipboard, or OLE application.		
253) Minimally, the system must support bi-tonal, grayscale, color and engineering drawing size scanners.		
254) The system must support the ability to print and fax any object (bi-tonal, grayscale, and color) on existing Windows print or fax devices. Color images are expected to be converted to an acceptable (e.g. bi-tonal) format to output device "on-the-fly". The system must not force the user to run any other program to convert them.		
255) The system must be OLE 1 and 2 compliant.		
256) Provision for multiple databases to allow for testing, training, etc., that co-reside and may be accessed simultaneously with productive use of production database.		



257) Provision for version change control to maintain update modification information for support purposes.		
258) Ability to support visual image annotation.		
259) Ability to receive images from industry standard microfilm sources for concurrent update of image index and document image databases.		
260) Ability to support from fifty thousand to 5+ million of multi-page on-line documents.		
261) Ability to provide full document image and image index database integrity and backup provisions.		
262) Ability to provide disaster recovery procedures of the image index and document image database.		
263) Ability to provide seamless (to the end-user) client based API integration with form generation software, via Microsoft Windows DDE, or via another client application.		
<b>System Hardware and Software Support</b>		
264) Ability to execute in a Microsoft Windows client workstation session, concurrent with form generation software.		
265) Ability to manage multiple view and scan, graphical user interface sessions.		
266) Ability to present - via API requests - images on a Microsoft Windows compatible split-screen display, with the image session and the imaging requesting application session both able to be viewed simultaneously in full screen mode.		
267) Ability to provide API controlled image printing on multiple Microsoft Windows supported laser printers, without the use of imaging boards.		
268) Ability to provide a means of storing images in an industry standard format.		
269) Ability to support multiple standard SCSI optical drives and jukeboxes.		
270) Ability to provide software-level image compression and decompression workstation support that requires no additional imaging boards.		
271) Ability to support TCP/IP network protocol.		
<b>Scanning of Documents</b>		
272) Ability to scan documents using multiple scan stations.		
273) Ability to scan documents at resolutions of 100-400 DPI in half tone, gray scale modes.		
274) Ability to provide document verification during the individual and batch scanning process.		
275) Ability to accept input from remote scanners and FAX machines.		
276) Ability to scan, index, and commit documents in batches as well as individually.		
277) Ability to automatically index utilizing an industry standard, non-proprietary, zone bar-code on either the first or the last page of the document; with optional inclusion of the bar-code page as a part of the image.		
278) Ability to allow manual alteration of the image index to correct operation errors.		
279) Ability to re-scan a complete document or part of a document without having to manually delete all pages of the mis-scanned document, then having to re-scan the complete document.		
<b>Viewing of Documents</b>		
280) Ability to provide an efficient means of document retrieval and rapid page to page transition.		
281) Ability to provide full function and user friendly image manipulation without a requiring a mouse.		
282) Ability to allow the scanned document to be rotated, moved on the screen, scrolled page by page, displayed in reverse video, and to provide the terminal user with the ability to enlarge a section of the scanned document.		

283) Ability to isolate designated public use terminals and users from accessing image system functions other than those specifically required to view and manipulate (i.e. page forward and backward, rotate, reverse image, and magnify) an image.		
284) Ability to handle multiple, simultaneous requests for an imaging document, and for multiple imaging documents.		
285) Ability to scroll through a displayed image that is too large to fit on the workstation monitor.		
286) Ability to provide security control over access to document images, scanning, print and fax operations, and over index database information.		
<b>ACCOUNTING FEATURES</b>		
287) Ability to produce a balance report on demand for case(s) on-line or printed.		
288) Ability to track accounts receivable data for case related items.		
289) Ability to maintain the court-defined set of rules for applying payments and distributing to various accounts according to selected options in hierarchy and pro-rating methods.		
290) Ability to record payments against an account and apply those payments to charges using the court-defined set of rules and priorities, real-time.		
291) Provision for manual distribution of payments across multiple cases and fees.		
292) Ability to have cashiering sessions open for multiple cashiers.		
293) Comply with generally accepted accounting principles (GAAPs) for governmental entities		
294) Provide appropriate security and authorization for all accounting functions		
295) Allow user to override any data supplied automatically by system (e.g., funds distributed according to predetermined formula)		
296) Generate accounting notices (e.g., bills and receipts).		
297) Ability to transfer funds from one case to another case or between accounts in a given case (e.g., to rectify error if applied to wrong account)		
298) Support trust fund (i.e., moneys held in trust that may be disbursed upon court order, judgment payments, etc.) accounting (e.g., post trust funds transactions to case; track receipts, disbursements, account status; credit interest; process refunds)		
299) Permit payment to be accepted for cases filed but not docketed completely (e.g., all data, such as party names, not entered into system)		
300) Accept payments by various methods (e.g., cash, check, credit card)		
301) Apply payments associated with nonparties (e.g., from couriers, media) that may or may not be case related (e.g., for forms, document copies, certified copies) and process appropriately (e.g., not docketed if not related to specific case)		
302) Record fees, other moneys collected, and related information (case related and non-case related) to case and cash receipt journal.		
303) Accept multiple types of payments in single transaction (e.g., cash, check)		
304) Permit payments to be voided and re-entered before daily balancing with proper security provisions		
305) Generate and print receipts with proper identifiers based on collections with user option to receive single or multiple copies		
306) Generate and print receipts with unique sequential receipt numbers		
307) Permit receipts to be reprinted (e.g., if printer malfunctions during printout) with same receipt numbers		
308) Provide secure passwords for each cashier		
309) Identify cashier with all transactions (e.g., receipts, reports)		
310) Compute totals, list transactions, and balance for each cash drawer, register, cashier, fee type, chart of account code, etc. with ability to print		

311) List contents of each drawer (e.g., cash, checks, credit card receipts, money orders)		
312) Print summary for each cashier including totals for each type of payment (e.g., cash, checks, credit card receipts, money orders)		
313) List any discrepancies among payments, receipts, and cases over specific periods for each cashier for whom above summary shows imbalance for any type of payment		
314) Permit individual cashiers to open and close at least daily (e.g., when several cashiers work different shifts at same register during same day)		
315) Allow supervisor to correct payment type (e.g., cash, checks, credit card receipts, money orders) with proper security provisions		
316) Permit transactions that arrive after cashier closeout to be entered as transaction for next day		
317) Print system wide daily cash receipts and cash disbursements journal		
318) Maintain financial parts of case files and docket (e.g., payments received, liabilities with linkage to accounts receivable in finance)		
319) Maintain standard tables for court costs and fees		
320) Produce correspondence such as payment notices and dunning letters		
321) Ability to place hold on disbursements		
322) Provide information for disbursement of undistributed or unclaimed moneys (e.g., unreturned checks for moneys paid by court), update ledgers, and produce reports		
323) Initiate, print, and disburse sequentially numbered checks, stop issuance on checks, void checks, identify and process outstanding checks, report on checks that have cleared, and record checks on check register		
324) Initiate, print, and disburse refund checks individually or cumulatively over specific periods and record checks on check register		
325) Post case-related receipts to accounting records and docket or register of actions; associate receipts with proper case, account, or case activity		
326) Post case-related disbursements to accounting records and docket or register of actions; associate disbursements with proper case, account, or case activity		
327) Display or print lists of transactions (e.g., receipts, disbursements, interest accruals listed by account or chronologically) for specific cases and accounts over specific periods (e.g., monthly, for life of case)		
328) Post (as noted above), process (i.e., tasks noted throughout these accounting sections), and track (e.g., principal, interest, costs,) garnishments and partial payments from litigants subsequent to judgments		
329) Post interest accruals to accounting records (e.g., interest accrued for trust accounts, post to individual trust accounts; associate accruals with proper account		
330) Apply corrections without changing or deleting transactions, record and store adjusted financial entries (e.g., bank adjustments for errors or bad checks), and modify amounts due with proper authorization		
331) Post non-case-related receipts to accounting records and associate receipts with proper account		
332) Post non-case-related disbursements to accounting records and associate disbursements with proper account		
333) Calculate and record bank deposits		
334) For specific periods produce separate reports showing (1) cases for which fees received, no fees received, fees waived, no fees due; (2) all adjustments to accounts; (3) accounts receivable or payable for each case		
335) Print bank deposit slips for specific periods		
336) For specific periods, compare court record of checks with bank record of checks; produce list of discrepancies, outstanding checks, and current court and bank balances; reconcile bank accounts; produce report giving		

discrepancies for all reconciliations		
337) Produce list of items that remain open for accounts that carry balance forward from one period to next period		
338) Produce trial balance (e.g., at end of month before posting to general ledger) and balance reports for each account over specific period		
339) Produce pre-check register (e.g., to view checks prior to printing register) and check register over specific period		
340) Total and reconcile receipts over specific period for multiple cashiers to calculate bank deposits		
341) Produce summary reports for each cash drawer, cash register, and cashier		
342) Create and maintain user defined chart of accounts		
343) Maintain journal and, if appropriate, subsidiary ledger for each account by posting debits, credits, and adjusting entries		
344) Populate subsidiary ledger automatically using data from other parts of system		
345) Create general ledger by posting journal entries, subsidiary ledger totals, and other information to each account in chart of accounts		
346) Contain a report writer, an audit trail feature, automated bank reconciliation, a check writer and drill down options on screens views		
347) Contain a General Ledger with account balances and sub ledgers that reconcile to the general ledger account balances. We should be able to produce various reports from the sub-ledger details.		